

Fees will be reviewed and adjusted if necessary at the six month and one year intervals (December 1, 2000; June 1, 2001; December 1, 2001) Fees for all other activities not to exceed \$10 per contact hour of training up to \$60.

E. Reporting

Training Sessions Reporting

1. A copy of all training notices and who they were sent to will be provided to the REQUESTING AGENCY as they are prepared. Evaluation forms will be provided to the REQUESTING AGENCY as they are compiled.
2. A summary list of the notices sent, when, and to whom, will be provided in the report.
3. Reporting on Training Sessions for which the PROVIDING AGENCY was primarily responsible:
 - For each training session, workshop or consultation, by date, location (city and facility) and topic, please provide: name, discipline/position, clinic(s) at which they practice or place of employment, addresses of each enrollee, whether or not they have attended this training before and if so when, what rate they paid for the class, if they are/will be providing C&TC related activities, and when reporting on Activity A, how many consults they received under Activity B. (Please note if an individual is auditing only.)
 - Narrative describing how the curriculum has changed/been updated to meet the needs of the providers trained, particularly those new to this year's agreement: private providers, as well as new developments in the MCH field.
 - Copies of the evaluations to be provided to the PROVIDING AGENCY, as described in Section II. C. will accompany the annual report if they have not previously been provided.
 - Total annual fees collected for each of the Activities listed in Section I. respectively.
4. Activity-specific reporting:

Activity A - C&TC training sessions

 - A copy of all materials distributed and used for the components training session (Activity A) shall be forwarded to the PROVIDING AGENCY C&TC coordinator if s/he has not been given one for the contract year.

Activity F - Ad hoc inservice/training sessions

 - In addition to reporting activities as listed above, a record of all requests for ad hoc training sessions (Activity F), whether or not they were provided.

5. Overall Program Evaluation

- a. The PROVIDING AGENCY shall assist the REQUESTING AGENCY in evaluating capacity for and participation in C&TC screening activities by reporting statistics and information, that include but are not limited to:
- the number of EPS clinics and staff nurse screening providers at each location, their names, addresses, phone numbers, and county, who are currently approved to conduct screenings, and, those who are actively conducting screenings of C&TC recipients in Minnesota;
 - overall trends in availability of EPS clinic C&TC screeners and facilities for comparison to non-EPS clinics, including the number and location of EPS programs which are providing C&TC screening services and if they have a contract with managed care organizations (graphically map clinic sites by year as well); and
 - the number of Child and Teen Checkups screenings performed (if possible by age or age grouping of the children) in the PROVIDING AGENCY approved EPS clinics, by clinic site, in comparison to non-C&TC screenings.

This report will be submitted within 90 days of the end of the Contract.

- F. PROVIDING AGENCY will provide matching non-federal funds of at least the same amount as REQUESTING AGENCY expended under this agreement.

II. JOINT DUTIES, the PROVIDING AGENCY and the REQUESTING AGENCY shall:

- A. Will attend C&TC interagency staff meetings held every two months. These meetings will be comprised of all contractual staff for the purpose of discussing contract implementation and progress toward C&TC program goals. These regularly scheduled meetings will be convened by the REQUESTING AGENCY approximately every two months to discuss status of contract, duties, review draft materials and identify and solve problems.
- B. Consultation, as a term used in this contract shall mean written correspondence, either in memo, letter or e-mail to assure clear communication.
- C. The PROVIDING AGENCY shall review the evaluation forms to be completed by individuals receiving training sessions and workshops, in consultation with the REQUESTING AGENCY, and update forms if necessary. The materials will be designed to elicit the satisfaction of those receiving all types of training sessions and workshops, and to seek other information in order to accurately measure the effectiveness of the training session. Evaluations are to be requested of all workshop participants. All evaluations completed by participants attending the PROVIDING AGENCY-contracted training sessions and workshops will be made available to the REQUESTING AGENCY to review.

III. REQUESTING AGENCY'S DUTIES: REQUESTING AGENCY shall:

- A. Training Sessions
 - 1. Prepare for and conduct training session presentations or portions thereof for which they are responsible.
 - 2. Coordinate and schedule the REQUESTING AGENCY C&TC-related training sessions and meetings with county C&TC administrative staff and public health, Head Start and private clinic providers around the state.
- B. Inform the PROVIDING AGENCY of all state and federal changes in C&TC/EPSTD regulations and other programmatic information pertinent to contracted training session services, components and standards.
- C. Revise, update, and develop all C&TC forms and brochures used for a C&TC screening visit and for all C&TC administrative services, in consultation with the PROVIDING AGENCY.
- D. Schedule and participate in meetings to develop training session agendas and materials, schedules, and joint presentation planning, as needed.
- E. Schedule all necessary regional training workshops, coordinating with the PROVIDING AGENCY contracted staff, county, health plan and the REQUESTING AGENCY staff, as needed.
- F. Provide the PROVIDING AGENCY within two weeks of request, the REQUESTING AGENCY enrolled providers, tribal government contacts, and health plan representatives information and/or mailing labels of providers and/or clinics so that training session information can be sent to the appropriate people.
- G. Provide the REQUESTING AGENCY with copies of C&TC mailings sent to all C&TC providers and outreach coordinators.

IV. CONSIDERATION AND TERMS OF PAYMENT

- A. Consideration for all services performed by PROVIDING AGENCY pursuant to this agreement shall be paid by the REQUESTING AGENCY as follows: Invoices shall be submitted according to the following schedule: upon execution of this agreement, the PROVIDING AGENCY will invoice the REQUESTING AGENCY for an advance payment of 1/4 of the agreement. All subsequent invoices will be submitted at the end of each fiscal quarter.

The total obligation of the REQUESTING AGENCY for all compensation and reimbursement to the PROVIDING AGENCY shall not exceed three hundred fifty thousand one hundred and seventy-four dollars (\$350,174.00) (**Attachment A**).

The REQUESTING AGENCY'S total obligation for year one of the agreement for all compensation and reimbursement to the PROVIDING AGENCY shall not exceed one hundred seventy-three thousand two hundred sixty-six dollars (\$173,266.00).

The REQUESTING AGENCY'S total obligation for year two of the agreement for all compensation and reimbursement to the PROVIDING AGENCY shall not exceed one hundred seventy-six thousand nine hundred and eight dollars (\$176,908.00).

B. Terms of Payment. Payment shall be made by the REQUESTING AGENCY within thirty (30) days after the PROVIDING AGENCY has presented invoices for services performed to REQUESTING AGENCY.

V. CONDITIONS OF PAYMENT All services provided by PROVIDING AGENCY pursuant to this agreement shall be performed to the satisfaction of the REQUESTING AGENCY, as determined at the sole discretion of its authorized representative.

VI. TERMS OF AGREEMENT This agreement shall be effective on July 1, 2000, or upon the date that the final required signature is obtained by the PROVIDING AGENCY, pursuant to Minnesota Statutes, Section 16C.05, Subd 2, whichever occurs later, and shall remain in effect until June 30, 2002, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

This Contract shall be reviewed after six (6), twelve (12), and eighteen (18) months from the date of execution to determine if substantive changes are warranted in responsibilities or budget allocations supported by the REQUESTING AGENCY or the training session fees. If a change in responsibilities is warranted, a formal written amendment to reflect the agreed upon changes in the terms of this contract shall be executed. A transfer of funds into or out of a budget line item in an amount which will not exceed 10% of that approved for the contract year or \$2,500, whichever is less, must be requested in writing in advance by the PROVIDING AGENCY and have prior approval by the REQUESTING AGENCY in writing.

VII. CANCELLATION This agreement may be canceled by the REQUESTING AGENCY or PROVIDING AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the PROVIDING AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VIII. AUTHORIZED REPRESENTATIVES The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Susan E. Castellano or her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Ronald Campbell or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

IX. ASSIGNMENT Neither the PROVIDING AGENCY nor the REQUESTING AGENCY shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

X. AMENDMENTS Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

XI. **LIABILITY** The PROVIDING AGENCY and the REQUESTING AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The PROVIDING AGENCY and the REQUESTING AGENCY liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

XII. **DATA PRACTICES ACT.** It is expressly agreed that the PROVIDING AGENCY is not a member of or included within the welfare system for purposes of the Minnesota Government Data Practices Act as a result of this contract. Each party is independently required to comply with the requirements of the Data Practices Act, therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party.

XIII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

A. All rights, title and interest in all of the MATERIALS conceived or created by the PROVIDING AGENCY, or its employees or sub-contractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("the MATERIALS") is owned by the State of Minnesota.

The PROVIDING AGENCY shall, upon request of the REQUESTING AGENCY, execute all papers and perform all other acts necessary to assist the REQUESTING AGENCY to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the PROVIDING AGENCY, its employees or sub-contractors, individually or jointly with others, shall be considered "works made for hire" as defined by the U.S. Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the DHS by the MDH if so requested. Neither the REQUESTING AGENCY nor the PROVIDING AGENCY, its employees and any sub-contractors, shall copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the PROVIDING AGENCY'S obligations under this contract without the prior written consent of authorized representatives of both the REQUESTING AGENCY and the PROVIDING AGENCY.

B. The PROVIDING AGENCY represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

If such a claim or action arises, or in the PROVIDING AGENCY'S or the REQUESTING AGENCY'S opinion is likely to arise, the PROVIDING AGENCY shall at the REQUESTING AGENCY'S discretion either procure for the REQUESTING AGENCY the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

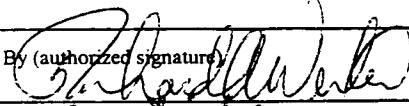
XIV. OTHER PROVISIONS:

- A. Staffing: The contractual services are to be performed by the positions, as named below in the budget, or their successors. The PROVIDING AGENCY shall not delegate or transfer contract responsibilities without the prior written permission of the REQUESTING AGENCY.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

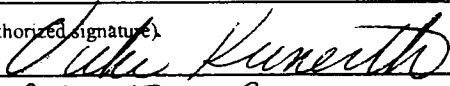
APPROVED:

1. PROVIDING AGENCY:

By (authorized signature)	
Title	Assistant Commissioner
Date	6/30/00

2. REQUESTING AGENCY:

Agency signatory certifies that funds have been encumbered as required by MS § 16A15.

By (authorized signature)	
Title	Director, PMQ
Date	6/30/00

Distribution:

Requesting Agency - Original (fully executed) agreement

Providing Agency

Agreement Budget FY 2001

Position	Percent of Time	Amount
Child Health Program Supervisor	0.10	\$ 6,620.00
Clinical Nurse Specialist	0.45	\$ 27,814.00
Clinical Nurse Specialist	0.45	\$ 27,814.00
Office and Administrative Specialist	0.50	\$ 16,079.00
Audiology Specialist	0.30	\$ 14,988.00
Audiology Specialist	0.30	\$ 14,988.00
Health Program Rep. Sr.	0.25	\$ 8,039.00
MA II	0.03	\$ 1,244.00
Salary Total		\$117,586.00
Fringe Benefits - 23%		\$27,044.00
Subtotal		\$144,630.00
Indirect Cost - 19.8%		\$28,636.00
TOTAL		\$173,266.00

Agreement Budget - FY 2002

Position	Percent of Time	Amount
Child Health Program Supervisor	0.10	\$ 6,852.00
Clinical Nurse Specialist	0.45	\$ 28,648.00
Clinical Nurse Specialist	0.45	\$ 28,648.00
Office and Administrative Specialist	0.50	\$ 16,550.00
Audiology Specialist	0.30	\$ 15,496.00
Audiology Specialist	0.30	\$ 15,496.00
Health Program Rep. Sr.	0.25	\$ 8,275.00
MA II	0.03	\$ 1,076.00
Salary Total		\$121,041.00
Fringe Benefits - 22%		\$26,629.00
Subtotal		\$147,670.00
Indirect Cost - 19.8%		\$29,238.00
TOTAL		\$176,908.00